

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	FA4417-09-R-0023	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	29-Apr-2009	1 OF 44

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. FTEV 96-2010
7. ISSUED BY 1 SOCONS 350 TULLY ST HURLBURT FIELD FL 32544-5810 TEL: 850-884-1268 FAX: 850-884-2041	CODE FA4417	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME ISLAMA A. LEVISTER	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 850-884-3364

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Install Traffic Light O'Neil Ave

RECOVERY ACT of 2009

Realign O'Neil Ave and Install Traffic Light

- Project FTEV 96-2010, Specification dated 22 May 2008 and drawings dated January 2008

- Enter prices in section B, use TYPEWRITER or BLACK INK.

- THIS ACQUISITION IS UNRESTRICTED

- Disclosure of Magnitude of Construction: The estimated amount of this project is between \$500,000 and \$1,000,000.

- DISCUSSION OF OFFER: The government may award a contract based solely on initial offers received without discussion of such offer. Accordingly, each initial offer should be submitted on the most favorable terms from both a price and technical standpoint.

- The solicitation will be awarded in accordance to FAR Part 15, Contracting by Negotiations. Your attention is directed to Section L and M for proposal preparation.

- This is a "Recovery Act of 2009". Notice to Offerors: Funds are not presently available for this project. No award will be made under the solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date.

- SEE CONTINUATION PAGE FOR ADDITIONAL BLOCK 10 INFORMATION.

11. The Contractor shall begin performance within 10 calendar days and complete it within 175 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 04:00 PM (hour) local time 11 Jun 2009 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>											
OFFER (Must be fully completed by offeror)											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>						
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14						
CODE			FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>											
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE			
AWARD (To be completed by Government)											
21. ITEMS ACCEPTED:											
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA									
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)						
26. ADMINISTERED BY			CODE					27. PAYMENT WILL BE MADE BY:			CODE
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.						
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>						
30B. SIGNATURE			30C. DATE			TEL:			EMAIL:		
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE			

Section A - Solicitation/Contract Form

BLOCK 10 CONTINUATION

All offerors **MUST** complete the Online Representations and Certification Application (ORCA) @ <https://orca.bpn.gov/>. Failure to complete all required Representations and Certifications will make your proposal ineligible for award.

ENTER CONTRACTOR DUNS NO. _____

ENTER CONTRACTOR CAGE CODE: _____

(PLEASE ENTER REQUIRED INFORMATION)

DO: C2 NAICS CODE: 237310 SIZE STANDARD: \$31,000,000.00

A SITE VISIT HAS BEEN SCHEDULED FOR **11 MAY 2009 @ 1:00 PM**, LOCAL TIME AT THE 1ST SPECIAL OPERATIONS CONTRACTING SQUADRON, 350 TULLY ST, HURLBURT FIELD, FL 32544. E-mail or Fax written request with the name of those who will attend the site visit to Islam Levister, Contracting Specialist, e-mail islam.levister@hurlburt.af.mil, or William Sahli, Contracting Officer, e-mail william.sahli@hurlburt.af.mil, OR fax to (850) 884-1272. Request must be received **8 MAY 2009 @ 4:00 PM**. **ONLY ONE SITE VISIT WILL BE HELD.** You must enter the base from the main gate (Off Hwy 98). Please allow extra time to obtain your pass.

SUBMISSION OF QUESTIONS. Funding for this project will expire on 30 Sep 09. To mitigate the risks associated with the cancellation of this solicitation due to untimely submissions of questions, all questions must be submitted in writing and in word format to the individual(s) listed above no later than close of business 5 business days after the site visit.

SUBMISSION OF PROPOSALS. Offerors are responsible for submitting proposals so as to reach the Government office designated in the solicitation by the date/time specified. Personnel requiring access to Hurlburt Field for the purpose of delivering a proposal must fax or e-mail a written request containing the company name and the name of the person(s) requiring access to Islam Levister, Contracting Specialist, e-mail islam.levister@hurlburt.af.mil or William Sahli, Contracting Officer, e-mail william.sahli@hurlburt.af.mil, OR fax to (850) 884-1272. Requests must be received NLT 72 hours prior to the date and time established for receipt of proposals. You must enter the base from the main gate (Off Hwy 98). Please allow extra time to obtain your pass.

For either the site visit or submission of proposals, all personnel requesting access to Hurlburt Field must possess a valid State or Government picture identification card. Personnel requesting vehicle access to Hurlburt Field must provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Realign O'Neill Ave and Install Traffic FFP Contractor is to furnish all labor, tools, equipment, materials, facilities, and transportation necessary to Realign O'Neill Ave and Install Traffic Lights on Hurlburt Field, FL, in accordance with drawings dated January 2008 and specifications dated 22 May 2008 Period of Performance: 175 days after the issuance of the Notice to Proceed. FOB: Destination SIGNAL CODE: A	1	Lump Sum		
NET AMT					

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	Period of Performance: 175 N/A days after the issuance of the Notice to Proceed.		ISOCS HARRY SHANOR 403 INDEPENDENCE RD 16 CES/CEX HURLBURT FIELD FL 32544-5267 850-884-7972 FOB: Destination	F2F324

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **175** calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$155.06** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

HF004 REQUIRED INSURANCE (IAW FAR 28.306(b))

Reference FAR clause entitled "Insurance..." the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract. The Contractor will have the option to complete a form entitled "Notification of Compliance with Contract Insurance Requirements" that will be provided by the Government at time of award, or to submit an insurance certificate before any work commences on the installation.

a. Workman's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational diseases with a minimum liability limit of \$100,000.00.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000.00 per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobile used in connection with the performance of the contract. At least the minimum limits of \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

CLAUSES INCORPORATED BY FULL TEXT

HF005 EXCLUSION OF PAYMENT FOR MATERIALS STORED ON SITE

Payment in advance of installation, for materials stored on site, will not be considered under this contract.

CLAUSES INCORPORATED BY FULL TEXT

HF009 DESIGNATION OF GOVERNMENT INSPECTOR

The Base Civil Engineer (or his/her authorized representative) is designated as the representative of the Contracting Officer for purpose of serving as the Government's Construction Contract Inspector (CCI). This includes performing technical surveillance, including workmanship, and ensuring compliance with the plans and specifications under this contract. This provision in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in the terms of this contract.

CLAUSES INCORPORATED BY FULL TEXT

HF010 PREPARATION OF MATERIAL APPROVAL SUBMITTALS

Submittals contemplated by the clause herein entitled "Material and Workmanship" shall be accomplished on and in accordance with instructions pertaining to AF Form 3000 (Material Approval Submittal).

CLAUSES INCORPORATED BY FULL TEXT

HF011 PREPARATION OF SCHEDULE FOR CONSTRUCTION CONTRACTS

The reports contemplated by clause entitled "Schedule for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064 (Contract Progress Schedule) and AF Form 3065 (Contract Progress Report).

CLAUSES INCORPORATED BY FULL TEXT

HF012 POST-AWARD/PRE-PERFORMANCE CONFERENCE

A Pre-Performance Conference shall be conducted in accordance with FAR 52.236-26 (IAW FAR 36.522).

CLAUSES INCORPORATED BY FULL TEXT

HF015 TELEPHONE COMSEC MONITORING

All communications with DOD organizations are subject to COMSEC review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to or receive a call from a military organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

CLAUSES INCORPORATED BY FULL TEXT

HF015 TELEPHONE COMSEC MONITORING

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CLAUSES INCORPORATED BY FULL TEXT**HF016 AVAILABILITY OF UTILITIES SERVICES**

Notwithstanding provisions of Contract Clause, FAR 52.236-14, "AVAILABILITY AND USE OF UTILITY SERVICES," reasonable required amounts of water, gas, electricity, etc., essential to contract performance, will be made available at no cost to the contractor from existing systems, outlets, and supplies. Temporary connections, outlets, and distribution lines as required shall be installed by the contractor at his own expense.

CLAUSES INCORPORATED BY FULL TEXT**HF017 VEHICLE OPERATION AND REGISTRATION**

The prime contractor is responsible for all employees or sub-contracting employees performing duties on the Air Force installation cited in the contract. The contractor shall obtain base identification and a vehicle pass for all contractor personnel who make frequent visits to or perform work while on the Air Force installation cited in the contract. Upon receipt of award, the contractor will be provided a letter signed by the Contracting Officer to be taken to the Pass and Registration section to obtain a visitor pass.

CLAUSES INCORPORATED BY FULL TEXT**HF018 HOURS OF WORK**

Normal hours of work on Hurlburt Field are 7:00 AM to 4:00 PM (CST), Monday through Friday, excluding holidays. Access to work sites is restricted to these hours and days unless otherwise approved by the Contracting Officer three (3) workdays in advance.

CLAUSES INCORPORATED BY FULL TEXT

HF019 INSTALLATION RULES AND REGULATIONS

Rules and regulations of Hurlburt Field apply to all contractors and their employees. Regulations include, but are not limited to, presenting valid picture identification for base entrance, obtaining and using vehicle passes for all contractor-owned and/or privately owned vehicles, obeying all posted directives, and strictly adhering to security police direction where security police have been dispatched to a particular location.

CLAUSES INCORPORATED BY FULL TEXT

HF020 HURRICANE SEASON

Hurricane season for the state of Florida is normally the period from 1 June through 30 November. During an actual hurricane condition, you may be contacted by this office and requested to secure equipment and clean up your work area. In accordance with contracts clauses FAR 52.236-9 and FAR 52.236-12, you are required to maintain your work area free of debris and in a safe and secure condition at the completion of each workday, with particular care during the hurricane season.

CLAUSES INCORPORATED BY FULL TEXT

HF029 WORK BY THE GOVERNMENT OR OTHERS

The government reserves the right to undertake performance by government forces or other contractors the same type or similar work as the government deems necessary or desirable and to do so will not breach or otherwise violate this contract.

CLAUSES INCORPORATED BY FULL TEXT

HF037 WIDE AREA WORK FLOW DODAAC AND EMAIL DISTRIBUTION TABLE

DFARS 252.232-7003 Electronic Submission of Payment Requests applies to this contract.

USE OF WAWF IS MANDATORY – Requests for payment shall be processed electronically via the Wide Area Work Flow (WAWF) system. There are no charges or fees to use WAWF. If you are not currently registered with WAWF, contact the WAWF Help Desk at 1-866-618-5988 or 1-801-605-7095. Web Based Training is located at <http://www.wawftraining.com/> and a live training database is located at <https://wawftraining.eb.mil/>. For specific questions, contact your administrator listed on the front of this contract.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Limestone at 1-800-390-5620 or faxed to 1-866-392-7091. You must have your contract number and invoice number ready when

inquiring about payment status. Payment information can also be accessed at the DFAS web site:
<http://www.dfas.mil>.

The following codes will be required to route your invoices and emails through WAWF.

CAGE CODE:

ISSUE DODAAC: FA4417

ADMIN DODAAC: FA4417

INSPECT BY DODAAC: F2F332

SERVICE ACCEPTOR: F2F332

SHIP-TO CODE: F2F323

PAY DODAAC: F67100

FSC CODE: Z222

EMAIL POINT OF CONTACT LISTING: (Send emails to the following personnel):

SERVICE ACCEPTOR:	william.sahli@hurlburt.af.mil
CONTRACT ADMINISTRATOR:	islam.levister@hurlburt.af.mil
CONTRACTING OFFICER:	william.sahli@hurlburt.af.mil
ADDITIONAL CONTACTS:	paul.baake@hurlburt.af.mil

TYPE OF INVOICE: Recommend using the type of invoice indicated with "X" below:

☐ Invoice as 2-in-1 (Recommended for Services)

☐ Invoice and Receiving Report (Combo) (Recommended for Supplies)

☒ Construction (NOTE: Invoices to be submitted only AFTER receipt of approved AF Form 3065, Contract Progress Report)

HF038 BASE RECYCLE PROGRAM

The contractor shall support and comply with all requirements of the Hurlburt Field Qualified Recycling Program (QRP). The following instruction outlines procedures for the collection and handling of applicable recyclable materials:

Hurlburt Field Instruction (HFI) 32-7002 "Qualified Recycling Program" dated 1 May 2002 – contact ISOCES/CEV, 884-7964 for current copy

PROCESSING APPROVAL AND REPORTING USAGE OF HAZARDOUS MATERIALS ON HURLBURT FIELD

Contractor shall comply with ALL rules and regulations for processing/using hazardous materials on Hurlburt Field, FL. The following regulations are applicable:

Air Force Instruction (AFI) 32-7086 "Hazardous Materials Management" dated 1 Nov 2004

Download at: <http://www.e-publishing.af.mil/pubfiles/af/32/afi32-7086/afi32-7086.pdf>

HF042 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 08)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) Contractors will be required to complete the following forms (to be provided at the pre-performance conference) in order for employees to gain access to the installation:

- (1) Contractor Employee Listing
- (2) Hurlburt Field Contractor Access Badge Affidavit (CAB)
- (3) Department of Homeland Security Form I-9 (DHS I-9)

(i) The Contractor Employee List. This form must list every employee requiring access. Every time employees change, it must be updated to reflect additions and/or deletions. Identify those individuals you wish to have escort authority by including the word "escort" next to their names. Limit the number of individuals designated as escorts to a reasonable number (i.e. one or two). For work locations please use building numbers or areas (i.e. Bldg 90618 or Red Horse, AMMO Area, etc.). Once completed, email the list to the Contracting Office representative in EXCEL or WORD format. The Contracting Officer will then prepare and attach a cover letter, and forward the Employee List to the Visitor Control Center.

(ii) Upon notification that your employee list has been forwarded to the Visitor Control Center, the other two forms (DHS I-9 & CAB) must be completed and hand carried to the Visitor Control Center by the employee. If everything is in order, they will receive a contractor badge. If an employee will be driving on Hurlburt Field they are required to provide a valid driver's license, vehicle registration, and proof of insurance. NOTE: The section of the Visitor Control Center administering this function is closed after 1400 (2:00 p.m.), therefore, employees must arrive prior to this time in order for their documentation to be processed.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [AFI 31-101, Volume 1](#), The Air Force Installation Security Program, and [AFI 31-501](#), Personnel Security Program Management, citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	MAY 2008

52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2008
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- DEC 2008	
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	DEC 2006
	The Government of a Terrorist Country	
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And	APR 1993
	Hazardous Materials	
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving	MAR 2008
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial	JAN 2009
	Components (DoD Contracts)	
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (MAR 2009)

(a) Definitions. As used in this clause—

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only

report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General. (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally

resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to

**1 SOCONS/LGCB
350 Tully Street
Hurlburt Field, FL 32544-5810.**

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—
BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. As used in this clause—

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Domestic construction material means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

Foreign construction material means a construction material other than a domestic construction material.

Manufactured construction material means any construction material that is not unmanufactured construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate “none”)

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the

basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
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Item 1:

Foreign construction material _____	_____	_____	_____
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Domestic construction material _____	_____	_____	_____
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Item 2:

Foreign construction material _____	_____	_____	_____
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Domestic construction material _____	_____	_____	_____
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(List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.)

(Include other applicable supporting information.)

(* Include all delivery costs to the construction site.)

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation (48 CFR 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title

See Section J

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5352.201-9101 OMBUDSMAN (AUG 2005)

OMBUDSMAN (AUG 2005)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of [OMB Circular A-76](#) competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen Lt Col Eric Brewington, HQ AFSOC/A7K, 427 Cody Avenue, Suite 225, Hurlburt Field, FL 32544; Phone: (850) 884-3990, fax: (850) 884-2476. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs) (APR 2003)

- (a) Unless the requiring activity has obtained prior Senior Acquisition Official (SAO) approval, contractors may not:
 - (1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
 - (2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in [AFI 32-7086](#)) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(c) The requiring activity has obtained SAO approval to permit the contractor to use the following Class I ODS(s):

Class I ODS/ Application or Use/Quantity (lbs.) per contract period of performance

[List each Class I ODS, its applications or use and the approved quantities for use throughout the length of the contract. If "None," so state.]

(d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

	<u>Title</u>	<u>Date</u>	<u>No of Pages</u>
1	SCHEDULE OF WAGE RATES Decision FL20070043	7/25/2008	4
2	SPECIFICATIONS FTEV 96-2010 Install Traffic Light Realign O'Neil Avenue	5/22/2008	198
3	DRAWINGS FTEV 96-2010 Install Traffic Light Realign O'Neil Avenue	1/2008	31
4	Past/Present Performance Questionnaire		3
5	Financial Reference Sheet		1

AMENDMENTS

Amendment Number _____	Date _____
Amendment Number _____	Date _____
Amendment Number _____	Date _____
Amendment Number _____	Date _____

AMENDMENTS: Amendments issued to this solicitation will be part of any resultant contract and will be listed above at the time of award.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.236-28	Preparation of Proposals--Construction	OCT 1997
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is -----**237310**.

(2) The small business size standard is ----- **\$31,000,000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ **Paragraph (c) applies.**

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

-----	-----	-----	-----
FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code **237310**.
(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.225-22 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-21).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-21 in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-21, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-21 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-21 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.232-13	Notice Of Progress Payments	APR 1984
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM-FIXED PRICE contract resulting from this solicitation.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
15.4	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

- (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

1st Special Operations Contracting Squadron, 350 Tully Street, Hurlburt Field, FL 32544-5810

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the **1st Special Operations Contracting Squadron, 350 Tully Street, Hurlburt Field, FL 32544-5810**.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for:

SEE SF 1442, BLOCK 10 CONTINUATION (SECTION A)

(c) Participants will meet at:

SEE SF 1442, BLOCK 10 CONTINUATION (SECTION A)

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

HTTP://FARSITE.HILL.AF.MIL/VFFAR1.HTM

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation (48 CFR Chapter 2)** provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

HF006 AMENDMENT OF REQUEST FOR PROPOSALS PRIOR TO DATE SET FOR CLOSING

The Government reserves the right to revise or amend the specifications and/or drawings prior to the date set for receipt of proposal. Such revisions or amendments will be communicated by amendments to this Request for Proposal. If such amendments require material changes in quantities or prices, the proposal receipt date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the proposal closing date and time.

HF007 TELEGRAPHIC/FACSIMILE BIDS/OFFERS

Telegraphic/Facsimile bids/E-Mail bids/offers will not be accepted.

HF008 POSTPONEMENT OF RECEIPT OF PROPOSALS

(a) An amendment postponing receipt of proposals may be issued even after the time scheduled for opening proposals, under the following conditions:

(1) When the Contracting Officer has reason to believe that the proposals of an important segment of offerors have been delayed in the mail for causes beyond their control and without their fault or negligence (such as, but not limited to, flood, fire, accident, weather conditions, or strikes); or

(2) When emergency or unanticipated events interrupt normal governmental processes so that conducting receipt of proposals as scheduled is impracticable.

(b) At the time a determination is made to postpone the receipt of proposals under subparagraph (a)(1) above, an announcement of the determination shall be publicly posted, and, if practicable, before issuance of formal amendment of the RFP.

(c) In the case of subparagraph (a)(2) above, the Contracting Officer may proceed with the receipt of proposals as soon as practicable after the time scheduled, without prior amendment to the Request for Proposal, whenever the delay incident to such amendment or notice is not in the best interest of the Government. In such case, the time of actual receipt of proposals shall be deemed to be the time set for receipt of proposals for the purpose of determining late offers.

HF013 TELEGRAPHIC/TELEPHONIC/FACSIMILE RESPONSES

- (a) The term "Telegram" includes mailgrams.
- (b) Telephonic receipt of modifications or withdrawals does not qualify the telegrams/telefax as being timely. The telegram itself must be received by the proper official at the Government installation by the time specified.
- (c) Telegraphic/telephonic/facsimile/e-mail proposals will not be considered.

HF021 PROPOSAL PREPARATION INSTRUCTIONS

- (1) These instructions prescribe the format of the proposal and describe the approach for the development and presentation of proposal data. The instructions are designed to ensure the submission of all necessary information.
- (2) To aid in the evaluation process, proposals shall be complete, comprehensive and clearly presented, as detailed in section M of this solicitation. Proposals shall be neat, indexed (cross-indexed as appropriate) and assembled in an orderly manner. Elaborate artwork, expensive paper/binding, and expensive visual and other presentation aids are neither necessary nor desired. All pages of each part shall be appropriately numbered and identified with the Request for Proposal (RFP) number. Include only information that is relevant to this source selection. Pages in excess of the maximum will be removed from the proposal and will not be evaluated.
- (3) A complete proposal shall consist of the following three (3) sections: Section I, Technical Proposal; Section II, Past Performance; and Section III, Price Proposal/Executed RFP Documents. Offerors shall submit ONE (1) original proposal, including all three sections, and one additional copy of Section I, Technical Proposal and Section III, Price Proposal/Executed RFP Documents.
 - (a) Section I - Technical Proposal (Submit original with one (1) copy.)
 - (i) Proposed Construction Schedule: Prepare and submit a practicable construction schedule showing all necessary work elements to complete the project identified under this solicitation. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period. The submitted schedule must be developed using project scheduling software such as MS Project, Primavera, or any other comparable form. The AF Form 3064 (Contract Progress Schedule) may also be used for submission of this item. Paragraph 1.16 of Section 01000 of the specifications identifies numerous possible work elements offerors can use in preparing their technical proposals. Offerors should only include the work elements necessary to complete the required work. This list is provided as a guide and is NOT all inclusive or exclusive. It is the offeror's responsibility to identify all necessary work elements.
 - (ii) Each offeror's technical proposal must address the following:
 - (1) Order of work elements to include project phasing (if required)
 - (2) Number of days for each work element

- (3) Identification of work elements in the critical path
 - (4) Identification of long lead time materials
- (iii) The proposed schedule must include the activities which are consistent with those described within the project specifications and drawings and must not exceed the Government's maximum allowable performance period, as noted in FAR Clause 52.211-10, paragraph (c) of the RFP.
 - (iv) Offerors are encouraged to provide, as necessary, additional information to clarify their technical proposal. Additional information is limited to one (1) page and will be considered as part of their technical proposal.
 - (v) Failure to submit a schedule will result in your being immediately eliminated from competition.
- (b) Section II—Past Performance (Submit originals only)
- (i) Offerors shall provide adequate past performance information on completed or current contracts (including Federal, State, local government and private) considered most relevant in demonstrating the ability to perform the proposed work as identified within the Specifications. Offerors are required to explain what aspects of each contract are deemed relevant to complexity and magnitude as related to the requirements of this solicitation and in accordance with Section M.
 - (ii) Each proposal shall provide current and relevant information regarding an offeror's actions under previously awarded contracts. Offerors shall identify past contracts for efforts similar to the Government requirement as stated in this RFP. Offerors must provide information on all relevant Federal contracts before State, local government or private contracts. Limit contract references to work performed in the last three (3) years with a maximum of 10 total references. All references for work that have not been performed within three (3) years of the issue month of the solicitation will not be evaluated. In addition, past performance information on contracts not listed by the offeror may be solicited and used in determining the overall past performance rating.
 - (iii) Provide a summary of the previous contracts described above, not to exceed 1 page of past performance information per reference. The summary must include:
 - (1) Name of project (Contract number, if applicable)
 - (2) Name and address of customer or Government agency
 - (3) Name, telephone, fax number and/or email of customer contact or contracting officer
 - (4) Dollar value
 - (5) Period of performance/Completion date
 - (6) Brief description of work performed, and why the effort is relevant
 - (iv) Complete Section A, Contractor Information, of Attachment 4, Past/Present Performance Questionnaire and mail, fax or email the attached Past/Present Performance Questionnaire to all past performance references listed above and instruct them to return the completed questionnaire to the individual(s) indicated in paragraph (3)(b)(v) below. Evaluators are only allowed to use the Attachment 4, Past Performance Questionnaire. Altered or substituted questionnaires will not be evaluated. Offerors are responsible to ensure questionnaires are transmitted to their references, and to indicate which references the questionnaire was sent to (see paragraph (3)(b)(iii) above).
 - (v) Inform your references that they shall forward questionnaires directly to the address below. Questionnaires must be received in the 1st Special Operations Contracting Squadron office not later than the closing date of the solicitation. Offerors are responsible for ensuring their references transmit the questionnaire to the Contracting Office.

Attention: Islam Levister or William Sahli
350 Tully St, Bldg 90339
Hurlburt Field, FL 32544-5810

Fax: (850) 884-1272 (Attention: Islam Levister or William Sahli)
Email: islam.levister@hurlburt.af.mil or william.sahli@hurlburt.af.mil

- (vi) Lack of any past performance will not automatically disqualify an offeror, but it is a factor that is considered in the Price Performance Trade-Off (PPT) technique described in Section M.
- (vii) If the offeror claims there is no past performance, then that status must be identified to the contracting officer not later than the date/time proposals are due from all offerors.
- (c) Section III – Price/Cost Proposal. Submit the Standard Form 1442 and all pages originally included in the RFP. Submit original and one (1) copy.
 - (i) Complete blocks 14, 15, 16, 17, 19, and 20a-c of the SF 1442, Solicitation, Offer, and Award. An authorized official of the firm submitting the offer must sign and date the SF 1442 in block 20a-c. (In doing so, the offeror accedes to the contract terms and conditions as written in the RFP, Sections A through K).
 - (ii) Insert proposed prices in Section B for each Contract Line Item.
 - (iii) Complete the necessary fill-ins and certifications in Section K.
- (4) Relationship between Instructions and Evaluation. Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal and is not intended to be all inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.
- (5) Questions. All questions regarding this solicitation must be submitted in writing. All questions received prior to RFP closing date and subsequent answers will be posted to the Federal Business Opportunities website www.fbo.gov. It is the responsibility of the contractor to continuously monitor the site for updates. To mitigate the risks associated with the cancellation of this solicitation due to untimely submission of questions, all questions must be submitted to the individual(s) listed below no later than close of business 5 business days after the site visit. Any questions submitted after this period may not be answered.

Fax: (850) 884-1272 (Attention: Islam Levister or William Sahli)
Email: islam.levister@hurlburt.af.mil or william.sahli@hurlburt.af.mil

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

HF022 EVALUATION CRITERIA FOR AWARD

(IAW FAR 15.204-5(c))

- (6) This acquisition will utilize a best value approach, in which the Government seeks to award to an offeror who provides the greatest confidence that they will meet the Government's requirements affordably. The Best Value technique chosen for this particular acquisition will be Performance Price Tradeoff (PPT).
- (7) The PPT approach permits tradeoffs between price/cost and past performance, and will include an evaluation for technical acceptability. Contract award will be made to the responsible offeror whose proposal conforms to the solicitation requirements, is considered technically acceptable, and will provide the best value to the Government, considering price and past performance. For this acquisition, past performance is significantly more important than price/cost.
 - (a) Proposals that are unrealistic in terms of technical acceptability or price may be rejected at any time during the evaluation process. Discussions or negotiation may be conducted with all offerors in the competitive range. Offerors may be required to participate in telephone discussions or in face-to-face oral discussions at the 1st Special Operations Contracting Squadron, 350 Tully Street, Hurlburt Field, FL.
 - (b) Offerors are cautioned to follow the detailed instructions fully and carefully, as the Government reserves the right to make an award based on initial offers received, without discussion of such offers.
 - (c) Offerors may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.
- (8) Price/Cost Evaluation. Initially offers shall be ranked according to price, including any option prices (if applicable). Each offeror's price will be evaluated for completeness and reasonableness. Unrealistically low proposed costs/prices may be grounds for eliminating a proposal from competition either on the basis that either the offeror does not understand the requirement or the offeror has made an unrealistic proposal.
- (9) Technical Evaluation. Offers shall be evaluated independently of the cost/price proposal evaluation to determine the offeror's compliance with the technical requirements of this solicitation. The government may make a final determination as to the rating of an offer based on the proposal as submitted without requesting any further information. Offeror's proposals will be evaluated against the following factors:
 - (a) Proposed Construction Schedule: The offeror's proposed construction schedule will be evaluated relative to overall coordination of the construction phase, to include ability to identify all required activities of the specific project, and the offeror's ability to schedule the activities in a logical sequence and within the time required in this solicitation.
 - (b) In accordance with Section L, Caluse HF021, each technical proposal will be reviewed for the following:
 - (i) Identification of separate work elements
 - (ii) Order of work elements to include project phasing (if required)
 - (iii) Number of days for each work element
 - (iv) Identification of work elements in the critical path (if required)
 - (v) Identification of long lead time materials

- (c) Evaluators shall assign a rating, which falls within one of the following ranges according to the degree to which the offeror meets the minimum requirements described above:
 - (i) **ACCEPTABLE** – Meets evaluation criteria and minimum requirements. Proposal is acceptable.
 - (ii) **UNACCEPTABLE** – Fails to meet minimum requirements. Deficiencies are significant and require major revisions to the proposal to make it acceptable. If determined to be unacceptable, this will render the entire proposal as technically unacceptable and eliminate the offeror from further consideration.
 - (iii) **REASONABLY SUSCEPTIBLE OF BEING MADE ACCEPTABLE** – Clarifications will be conducted with offerors who receive this rating. If after clarifications an acceptable rating can not be determined, offerors will be deemed to be unacceptable.
 - (iv) If all offerors are deemed unacceptable, the government may establish a competitive range and enter into discussions.
- (10) Past Performance Evaluation. Using questionnaires, the contracting officer shall seek performance information for only those offerors rated technically acceptable.
- (a) Each proposal shall provide current and relevant information regarding an offeror's actions under previously awarded contracts. Offerors shall identify past or current contracts (including Federal, State, local government, and private) for efforts similar to the Government requirement as stated in this solicitation. The Government will evaluate the offeror's previous performance in the following areas: Adherence to progress schedules; provide management, technical, and administrative experience; effective quality control; timely submission of submittal data; approach to problem solving; timely resolution of punch list items; and ability to meet contract performance schedule. The Government may evaluate information on problems identified and encountered on previous contracts and corrective actions taken by the offeror. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.
 - (b) Performance Confidence will be evaluated in accordance with FAR 15.305(a)(2). Performance confidence ratings assess the probability of the offeror successfully accomplishing the proposed effort based on the offeror's past performance. In assessing past performance confidence, the evaluators will primarily rely on information provided by offerors' completed past performance questionnaires. However, the Government may use data independently obtained from other government and commercial sources to be used in the evaluation process.
 - (c) The Government will evaluate the offeror's ability to successfully complete projects based on demonstrated past and present experience under recent and relevant contracts. Recency is defined as projects performed in the last three (3) years. Relevancy is defined as contracts involving:
 - (i) Projects involving road construction and installation of traffic lights/signals.
 - (ii) Cost within project magnitude.
 - (d) The following relevancy definitions, apply:
 - (i) **VERY RELEVANT**: Past/present performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.

- (ii) **RELEVANT:** Past/present performance effort involved much of the magnitude of effort and complexities this solicitation requires.
 - (iii) **SOMEWHAT RELEVANT:** Past/present performance contractual effort involved some of the magnitude of effort and complexities that this solicitation requires.
 - (iv) **NOT RELEVANT:** Past/present performance effort did not involve any of the magnitude of effort and complexities this solicitation requires.
- (e) The process will result in an overall performance rating as defined below. This performance assessment represents the Government evaluation team's judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offeror's demonstrated past and present performance. The ratings are defined as follows:

Rating and Description:

SUBSTANTIAL CONFIDENCE: Based on the offeror's performance record, the government has a high expectation that the offeror will successfully perform the required effort.

SATISFACTORY CONFIDENCE: Based on the offeror's performance record, the government has an expectation that the offeror will successfully perform the required effort.

LIMITED CONFIDENCE: Based on the offeror's performance record, the government has a low expectation that the offeror will successfully perform the required effort.

NO CONFIDENCE Based on the offeror's performance record, the government has no expectation that the offeror will be able to successfully perform the required effort

UNKNOWN CONFIDENCE No performance record is identifiable or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned.

- (11) If the lowest priced evaluated offer has been determined technically acceptable and is judged to have a Substantial Confidence rating, that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers. If the lowest priced offeror is not judged to have a Substantial Confidence rating, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror is judged to have a Substantial Confidence rating or until all offerors are evaluated. The Source Selection Authority shall then make an integrated assessment best value award decision.
- (12) Once the apparent successful offeror is selected the government will evaluate the offeror's financial capabilities. Attachment 5, Financial Reference Worksheet will be forwarded to the financial institution and a determination will be made regarding the apparent successful offeror's financial capabilities.
- (13) The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.